

Ex. E – USSA’s Responses to Plaintiff’s First Requests for Production to Defendants

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

KARL HANSEN,

Plaintiff,

v.

ELON MUSK; TESLA, INC.; TESLA MOTORS,
INC.; U.S. SECURITY ASSOCIATES; DOES 1
THROUGH 50,

Defendants.

CASE NO.: 3:19-CV-00413

**DEFENDANT U.S. SECURITY
ASSOCIATES, INC.'S RESPONSES
TO PLAINTIFF'S REQUEST FOR
PRODUCTION OF DOCUMENTS**

PROPOUNDING PARTY: PLAINTIFF KARL HANSEN

RESPONDING PARTY: DEFENDANT U.S. SECURITY ASSOCIATES

SET NO.: ONE

Pursuant to Federal Rule of Civil Procedure 34, Defendant, U.S. Security Associates, Inc. (“USSA”),¹ hereby provides the following responses to Plaintiff KARL HANSEN’s (“Plaintiff”) interrogatories as follow:

REQUEST FOR PRODUCTION NO. 1:

All documents identified in your answers to Plaintiff’s Interrogatories to Defendants if not previously produced.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff’s arbitrable claims and stay Plaintiff’s non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request seeks information beyond USSA’s knowledge, custody, possession, or control. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege, or immunity including business proprietary, trade secret, employee privacy and third party non litigant protections.

REQUEST FOR PRODUCTION NO. 2:

All documents identified during or mentioned in any deposition taken in this case.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further

¹ Defendant U.S. Security Associates, Inc. was acquired by Universal Protection Service, LP DBA Allied Universal Security Services in 2018. U.S. Security Associates, Inc. employees who continued working after the merger are now employees of Allied Universal Security Services and identified accordingly herein.

1 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
2 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
3 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
4 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
5 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
6 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
7 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
8 made to the extent this request includes within its scope information that is protected from disclosure
9 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
10 or immunity including business proprietary, trade secret, employee privacy and third party non
11 litigant protections. USSA objects on the basis that no depositions have taken place, thus rendering
12 this request premature.

13 **REQUEST FOR PRODUCTION NO. 3:**

14 Hansen's entire personnel file maintained by each and any Defendant.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

16 USSA objects to this request on the grounds that Plaintiff entered into a binding and
17 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further
18 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
19 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
20 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
21 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
22 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
23 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
24 seeks information beyond USSA's knowledge, custody, possession, or control.

25 **REQUEST FOR PRODUCTION NO. 4:**

26 All documents related to Defendants' hiring of Hansen at Tesla Inc. in 2018, and his
27 subsequent termination, including Hansen's job description, the alleged restructuring in June and/or
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1 July of 2018 that was given as the cause for his termination, any discussions and communications
2 concerning the decision and/or rationale to terminate Hansen, and a list of all other positions that
3 were eliminated or changed in the same alleged restructuring that was the purported basis for
4 terminating Hansen.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

6 USSA objects to this request on the grounds that Plaintiff entered into a binding and
7 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further
8 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
9 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
10 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
11 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
12 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
13 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
14 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
15 made to the extent this request includes within its scope information that is protected from disclosure
16 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
17 or immunity including business proprietary, trade secret, employee privacy and third party non
18 litigant protections.

19 **REQUEST FOR PRODUCTION NO. 5:**

20 All documents related to Hansen's compensation and retirement benefits at Tesla, Inc.,
21 including possible salary increases and all fixed benefit plans.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

23 USSA objects to this request on the grounds that Plaintiff entered into a binding and
24 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further
25 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
26 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
27 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
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1 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
 2 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
 3 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
 4 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
 5 made to the extent this request includes within its scope information that is protected from disclosure
 6 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
 7 or immunity including business proprietary, trade secret, employee privacy and third party non
 8 litigant protections.

9 **REQUEST FOR PRODUCTION NO. 6**

10 All documents related to Defendants' knowledge of any complaint or communication by
 11 Hansen to the Securities Exchange Commission in 2018.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

13 USSA objects to this request on the grounds that Plaintiff entered into a binding and
 14 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further
 15 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
 16 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
 17 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
 18 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
 19 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
 20 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
 21 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
 22 made to the extent this request includes within its scope information that is protected from disclosure
 23 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
 24 or immunity including business proprietary, trade secret, employee privacy and third party non
 25 litigant protections.

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REQUEST FOR PRODUCTION NO. 7:

All documents related to Defendants' communications with the Securities Exchange Commission about any complaints Defendants believed to have been made by Hansen.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege, or immunity including business proprietary, trade secret, employee privacy and third party non litigant protections.

REQUEST FOR PRODUCTION NO. 8:

All documents related to Defendants' communications with the Securities Exchange Commission about any complaints made about theft and drug cartel involvement at the Gigafactory located at 1 Electric Ave., Sparks, Nevada, 89434.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's

1 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
2 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
3 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
4 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
5 made to the extent this request includes within its scope information that is protected from disclosure
6 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
7 or immunity including business proprietary, trade secret, employee privacy and third party non
8 litigant protections.

9 **REQUEST FOR PRODUCTION NO. 9:**

10 All documents related to Defendants' hiring of Hansen by U.S. Security Associates in 2018
11 and his subsequent termination, including Hansen's job description, any discussions and
12 communications concerning the decision to terminate Hansen, and a list of all other positions that
13 were eliminated or changed at the same time.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

15 USSA objects to this request on the grounds that Plaintiff entered into a binding and
16 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further
17 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
18 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
19 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
20 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
21 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague and
22 ambiguous, as to the term "terminate." As well as overbroad and unduly burdensome. Objection is
23 further made to the extent this request seeks information beyond USSA's knowledge, custody,
24 possession, or control. Objection is further made to the extent this request includes within its scope
25 information that is protected from disclosure by the attorney-client privilege, work-product doctrine
26 or any other applicable protection, privilege, or immunity including business proprietary, trade
27 secret, employee privacy and third party non litigant protections.

REQUEST FOR PRODUCTION NO. 10:

All documents related to Hansen's compensation and retirement benefits at U.S. Security Associates, including possible salary increases and all fixed benefit plans.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

USSA objects to this request to the extent it assumes Plaintiff was entitled to retirement or any other benefits during his employment. Objection is further made on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege, or immunity including business proprietary, trade secret, employee privacy and third party non litigant protections.

REQUEST FOR PRODUCTION NO. 11:

All documents related to Defendants' rationale for terminating Hansen's employment with U.S. Security Associates in September of 2018.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

USSA objects to this request to the extent it erroneously assumes Defendant terminated Plaintiff's employment. Defendant further objects on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's

1 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
 2 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
 3 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
 4 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
 5 made to the extent this request includes within its scope information that is protected from disclosure
 6 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
 7 or immunity including business proprietary, trade secret, employee privacy and third party non
 8 litigant protections.

9 **REQUEST FOR PRODUCTION NO. 12:**

10 All documents created or in use from 2017 to 2020 related to Defendants' investigations of
 11 thefts occurring at Elon Musk, Tesla, Inc., and Tesla Motors, Inc.'s Gigafactory, including the cost
 12 to Elon Musk, Tesla, Inc., and Tesla Motors, Inc. and their investors, including any and all
 13 information communicated to investors concerning the thefts.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

15 USSA objects to this request on the grounds that Plaintiff entered into a binding and
 16 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further
 17 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
 18 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
 19 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
 20 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
 21 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
 22 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
 23 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
 24 made to the extent this request includes within its scope information that is protected from disclosure
 25 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
 26 or immunity including business proprietary, trade secret, employee privacy and third party non
 27 litigant protections.

REQUEST FOR PRODUCTION NO. 13:

All documents created or in use from 2017 to 2020 related to Defendants' investigations of the association of Mexican drug cartel members and their alleged narcotic trafficking at the Gigafactory, including any and all information communicated by Elon Musk, Tesla, Inc., and/or Tesla Motors, Inc. to investors concerning the cartel involvement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege, or immunity including business proprietary, trade secret, employee privacy and third party non litigant protections.

REQUEST FOR PRODUCTION NO. 14:

All documentation relating any complaints or allegations made by Hansen when he was employed by any Defendant.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration.

1 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
 2 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
 3 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
 4 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
 5 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
 6 made to the extent this request includes within its scope information that is protected from disclosure
 7 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
 8 or immunity including business proprietary, trade secret, employee privacy and third party non
 9 litigant protections.

10 **REQUEST FOR PRODUCTION NO. 15:**

11 All documentation relating any complaints or allegations leveled against Hansen when he
 12 was employed by any Defendant.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

14 USSA objects to this request on the grounds that Plaintiff entered into a binding and
 15 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further
 16 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
 17 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
 18 USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's
 19 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
 20 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
 21 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
 22 seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further
 23 made to the extent this request includes within its scope information that is protected from disclosure
 24 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
 25 or immunity including business proprietary, trade secret, employee privacy and third party non
 26 litigant protections.

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REQUEST FOR PRODUCTION NO. 16:

All documentation relating any performance issues that might have been attributed to Hansen when he was employed by any Defendant.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague, ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request seeks information beyond USSA's knowledge, custody, possession, or control. Objection is further made to the extent this request includes within its scope information that is protected from disclosure by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege, or immunity including business proprietary, trade secret, employee privacy and third party non litigant protections.

REQUEST FOR PRODUCTION NO. 17:

All organizational charts showing Hansen's positions at Defendants in 2018 and 2019.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

USSA objects to this request on the grounds that Plaintiff entered into a binding and enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of commencing this action and further, by subsequently refusing to submit this matter to arbitration. USSA will move the Court for an order to compel Plaintiff's arbitrable claims and stay Plaintiff's non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague and

1 ambiguous, as to the term “positions” as well as overbroad and unduly burdensome. Objection is
2 further made to the extent this request seeks information beyond USSA’s knowledge, custody,
3 possession, or control. Objection is further made to the extent this request includes within its scope
4 information that is protected from disclosure by the attorney-client privilege, work-product doctrine
5 or any other applicable protection, privilege, or immunity including business proprietary, trade
6 secret, employee privacy and third party non litigant protections.

7 **REQUEST FOR PRODUCTION NO. 18:**

8 Any and all contracts between Elon Musk, Tesla, Inc., Tesla Motors, Inc., and U.S. Security
9 Associates in 2018 and 2019 that governed any contract job with U.S. Security Associates that had
10 Hansen working for Elon Musk, Tesla, Inc., and/or Tesla Motors, Inc.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

12 USSA objects to this request on the grounds that Plaintiff entered into a binding and
13 enforceable agreement to arbitrate his Breach of Contract claims against USSA. Objection is further
14 made on the grounds that Plaintiff has breached the contractual arbitration agreement by way of
15 commencing this action and further, by subsequently refusing to submit this matter to arbitration.
16 USSA will move the Court for an order to compel Plaintiff’s arbitrable claims and stay Plaintiff’s
17 non-arbitrable claims against Defendant, the pendency of which effectively stays discovery until the
18 motion is decided. 9 U.S.C. § 3. USSA further objects to this request as compound, vague,
19 ambiguous, overbroad and unduly burdensome. Objection is further made to the extent this request
20 seeks information beyond USSA’s knowledge, custody, possession, or control. Objection is further
21 made to the extent this request includes within its scope information that is protected from disclosure
22 by the attorney-client privilege, work-product doctrine or any other applicable protection, privilege,
23 or immunity including business proprietary, trade secret, employee privacy and third party non
24 litigant protections.

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1 Dated: March 23, 2020

MARTENSON HASBROUCK & SIMON LLP

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4
5 By: _____

6 Jeremy T. Naftel
7 Janine M. Braxton
8 Alex A. Smith

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10 Attorneys for Defendant
11 U.S. SECURITY ASSOCIATES
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CERTIFICATE OF SERVICE

I am a citizen of the United States, more than eighteen years old, and not a party to this action. I am employed by the law firm Martenson, Hasbrouck & Simon LLP, and my business address is 455 Capitol Mall, Suite 601, Sacramento, California.

On March 23, 2020, I served true copies of the following document(s):

**DEFENDANT U.S. SECURITY ASSOCIATES, INC.'S RESPONSES TO PLAINTIFF'S
REQUEST FOR PRODUCTION OF DOCUMENTS**

in the following manner(s):

| | | |
|----------|--------------------------------|---|
| X | (By Email or E-Service) | By causing the such document(s) to be emailed or electronically transmitted to the email addresses listed below, pursuant to a court order, an agreement of the parties, or other permissible reason. |
|----------|--------------------------------|---|

On the following interested part(ies) in this action:

| | |
|--|---|
| <p><i>Counsel for the Plaintiff</i></p> <p>Joshua D. Buck, Esq. Mark Thierman, Esq. Leah L. Jones, Esq. Thierman Buck LLP 7287 Lakeside Drive Reno, NV 89511 Phone: (775) 284-1500 Fax: (775) 703-5027 josh@thiermanbuck.com</p> <p>Nicholas Woodfield, Esq. R. Scott Oswald, Esq. The Employment Law Group, P.C. 888 17th Street, N.W., Suite 900 Washington, D.C. 20006 (202) 261-2812 (202) 261-2835 (facsimile) nwoodfield@employmentlawgroup.com soswald@employmentlawgroup.com</p> | <p><i>Attorneys for Defendants Elon Musk, Tesla, Inc., and Tesla Motors, Inc.</i></p> <p>Crane M. Pomerantz Sklar Williams, PLLC 410 South Rampart Blvd., Suite 350 Las Vegas, Nevada 89145 cpomerantz@sklar-law.com</p> <p>Christopher F. Robertson Anne V. Dunne Seyfarth Shaw LLP World Trade Center East Two Seaport Lane, Suite 300 Boston, Massachusetts 02210-2028 crobertson@seyfarth.com adunne@seyfarth.com</p> |
|--|---|

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 23, 2020**.

Carol Philip